

## **APPENDIX WP**

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**APPENDIX WP  
(WHITE PAGES DIRECTORY)**

**1. INTRODUCTION**

- 1.1 This Appendix sets forth terms and conditions that shall apply when CLEC submits End User Listings to TDS TELECOM via a Local Service Request (LSR) or a Directory Service Request (DSR) for inclusion in TDS TELECOM White Page Telephone Directories and Directory Assistance databases provided by TDS TELECOM.
- 1.2 The prices at which TDS TELECOM agrees to provide CLEC with White Page and Directory Assistance database services are contained in the applicable Appendix PRICING.

**2. SERVICE PROVIDED**

- 2.1 TDS TELECOM publishes White Pages (WP) directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to include alphabetical listings information for its End Users in the appropriate TDS TELECOM WP directories and/or Directory Assistance databases.
- 2.2 CLEC also desires distribution to its End Users of the WP directories that include listings of CLEC's End Users.
- 2.3 TDS TELECOM shall provide CLEC and its End Users access to WP and/or directory listings under the following terms:
  - 2.3.1 CLEC shall furnish to TDS TELECOM via a Local Service Request (LSR) or a Directory Service Request (DSR) all new, changed and deleted subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as TDS TELECOM may require to prepare and print the alphabetical listings of said directory. CLEC may provide CLEC's subscriber listing information to TDS TELECOM for inclusion in the WP directory up to twenty (20) days prior to the business office close date. Applicable service order charges, for an LSR or DSR, as set forth in Appendix PRICING shall apply. For purposes of clarification, only an LSR or DSR charge applies to an order, with the DSR charge applied only in the instance when the CLEC provides the subscriber list information via a standalone DSR. TDS TELECOM will provide the business office close date(s) to CLEC for the WP directory immediately following the execution of this Agreement by both Parties and, following that, once annually at least one-hundred twenty (120) days in advance of future business office close dates.

- 2.3.2 So long as CLEC provides listing information to TDS TELECOM as set forth above, TDS TELECOM will include in appropriate WP directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. TDS TELECOM will also include, where applicable for CLEC business End Users, one alphabetical, non-bold yellow page listing on the same basis as provided for TDS TELECOM business End Users.
- 2.3.3 CLEC's End Users' primary listing shall be included in the appropriate TDS TELECOM WP directory at no additional charge other than the LSR or DSR charge as provided in 2.3.1 above. Additional listings, designer listings and foreign listings will be offered by TDS TELECOM upon request at tariffed rates as set forth in applicable TDS TELECOM General Subscriber Services Tariffs.
- 2.3.4 CLEC's End User listings will be alphabetically interfiled with TDS TELECOM's subscriber listings of the WP directory. After the business office close date for a particular directory, TDS TELECOM shall provide CLEC the directory publisher's interfiled proof of the subscriber listings as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each CLEC End User. CLEC shall review this verification list upon receipt and shall submit to TDS TELECOM any necessary additions, deletions or modifications within five (5) Business Days.
- 2.3.5 Unless otherwise specified on the LSR or DSR, each CLEC subscriber will receive one copy per primary End User listing of TDS TELECOM's WP directory in the same manner and at the same time that they are delivered to TDS TELECOM's subscribers during the annual delivery of newly published directories. TDS TELECOM has no obligation to provide any additional WP directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published WP. For WP directories and/or WP directories that are co-bound with Yellow Pages, CLEC may provide to TDS TELECOM written specifications of the total number of directories that it will require, at least sixty (60) days prior to the business office directory close date. In that event, TDS TELECOM will deliver the remaining directories included in the CLEC's order in bulk to an address specified by CLEC.
- 2.3.6 TDS TELECOM will provide CLEC with 1/8<sup>th</sup> page in each directory (where CLEC has or plans to have local telephone exchange customers) for CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide TDS

TELECOM with its logo and information in the form of a camera-ready copy, sized at 1/8<sup>th</sup> of a page. The content of CLEC's camera-ready copy shall be subject to TDS TELECOM's approval, which shall not unreasonably be withheld.

- 2.3.7 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than TDS TELECOM's "Informational Pages". Sixty (60) calendar days prior to the business office directory close date, CLEC shall provide to TDS TELECOM the "Informational Page" in the form of camera-ready copy.
- 2.3.8 TDS TELECOM will include and maintain CLEC End User listings in TDS TELECOM's Directory Assistance databases at no additional charge to CLEC or CLEC's End Users, except for the LSR or DSR charge as provided in 2.3.1 above. To the extent that TDS TELECOM's directory assistance listings are maintained in a database administered by a third party, CLEC shall cooperate with TDS TELECOM as needed to have CLEC listings loaded into such database. CLEC shall provide such Directory Assistance listings to TDS TELECOM at no charge.
- 2.3.9 CLEC shall provide to TDS TELECOM, pursuant to the LSR or DSR provisioning process as described in Section 2.3.1 above, the names, addresses and telephone numbers of all End Users who wish to be listed in the TDS TELECOM Directory Assistance database but omitted from publication in WP directories (Non-published). Non-Published listings will be subject to the rates as set forth in TDS TELECOM's applicable General Subscriber Services Tariff. CLEC is responsible to properly reflect in the LSRs or DSRs in those instances where the name, address and telephone number(s) of its End User is to be omitted from the Directory Assistance database or the WP directories. CLEC need not provide names, address and telephone numbers of End Users who wish to be omitted from both the Directory Assistance database and WP directories.

### **3. USE OF SUBSCRIBER LISTING INFORMATION**

- 3.1 CLEC authorizes TDS TELECOM to include and use the subscriber listing information provided to TDS TELECOM pursuant to this Appendix in TDS TELECOM's appropriate printed WP directory and Directory Assistance database(s). Included in this authorization is the exchange of extended area service listings TDS TELECOM provides for Independent Company directory publications and release of CLEC listings to requesting competing carriers as required by Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is TDS TELECOM's use of CLEC's subscriber

listing information in TDS TELECOM's current and future directory. TDS TELECOM will take appropriate measures to guard against any unauthorized use of CLEC's directory listing information using the same measures and at the same level of confidentiality that TDS TELECOM affords its own directory listing information.

#### **4. PRICING**

- 4.1 Any rates for the services described herein are identified in Appendix PRICING. CLEC will receive for each of its End User's telephone numbers, one primary listing in TDS TELECOM's WP directory; and, at the time of annual distribution of newly published directories, one copy of the directory provided to either CLEC's End Users, or in bulk to the CLEC location. TDS TELECOM has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.2 TDS TELECOM has no obligation to provide any additional WP directories above the number of directories distributed to the CLEC End Users or forecast by CLEC per Section 2.3.5 above. While TDS TELECOM has no obligation to provide WP directories to CLEC or CLEC's End Users after the annual distribution of newly published directories, TDS TELECOM will in good faith attempt to accommodate CLEC requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.3.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, TDS TELECOM will provide the directories in bulk to CLEC and will assess a per book charge.

#### **5. LIABILITY & INDEMNIFICATION**

- 5.1 CLEC hereby releases TDS TELECOM from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to TDS TELECOM under this Appendix, and/or CLEC's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages. The foregoing notwithstanding, TDS TELECOM shall indemnify CLEC for claims by third parties for errors in directory listings to the extent such claims are caused by the intentionally wrongful acts or gross negligence of TDS TELECOM or its employees.
- 5.2 CLEC shall indemnify, protect, save harmless and defend TDS TELECOM (or TDS TELECOM's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or

omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and TDS TELECOM, and/or against TDS TELECOM alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the WP directory, TDS TELECOM may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse TDS TELECOM for reasonable attorney's fees and other expenses incurred by TDS TELECOM in handling and defending such demand, claim and/or suit.

- 5.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

## **6. BREACH OF CONTRACT**

- 6.1 If either Party is found to have materially breached this Appendix and the breaching Party fails to cure the breach within thirty (30) calendar days after receipt of notice from the other Party, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of TDS TELECOM's WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

## **7. TERM**

- 7.1 The term of this Appendix shall be coterminous with the term of the Interconnection Agreement. Upon termination, where no successor Interconnection Agreement is being negotiated, arbitrated or adopted, TDS TELECOM shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and shall promptly return such subscriber listing information to the CLEC.
- 7.2 Upon termination of the Interconnection Agreement, where no successor interconnection agreement is being negotiated, arbitrated or adopted, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within one hundred and twenty (120) calendar days of termination.

**8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 8.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service. To avoid any confusion, the terms and conditions of this Appendix will control over any conflicting terms and conditions contained in the main body of the Interconnection Agreement or any other Appendix with respect to the subject matter hereof.